

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII
Legal Ad Date: May 15, 1998
INVITATION FOR BIDS
NO. IFB-98-182-O

SEALED BIDS
FOR
FURNISHING AND DELIVERING
CAT FOOD AND CAT LITTER
TO
ANIMAL QUARANTINE STATION,
DEPARTMENT OF AGRICULTURE

will be received up to and opened at 2:00 p.m. (HST)

on

June 3, 1998

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl
Street, Room 416, Honolulu, Hawaii 96813.

Questions relating to this bid solicitation may be directed to
Carol dynne Yamashita, telephone (808) 586-0566 or facsimile (808)
586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

IFB-98-182-O

Name of Company

06/03/96

FURNISHING AND DELIVERING
CAT FOOD AND CAT LITTER
TO
ANIMAL QUARANTINE STATION
IFB-98-162-O

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ____ Individual ____ Partnership ____ Corporation ____ Joint
Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ____ Yes ____ No

The following bid is hereby submitted to furnish Cat Food and/or Cat Litter, to be furnished in accordance with the Specifications:

<u>Item</u>	<u>Description</u>	<u>Est'd Quantity</u>	<u>Unit Price</u>	<u>Est'd Total Bid Price</u>
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1.	Dry Cat Food, 20 lb. bag	400 bags	\$_____/bag	\$_____
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(Hill Science Diet #6800, Nutro-Max Cat 2C-102 or equal)

Mfr./Brand Name & Product No.:

Packaging: _____

2.	Canned Cat Food, 12 oz. can, 24 cans/ctn	204 cases	\$_____/case	\$_____
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(Figaro-Tuna, Purina Premium-Tuna or equal)

Mfr./Brand Name & Product No.:

Packaging: _____

3.	Cat Litter, 50-lb. bag	2800 bags	\$_____/bag	\$_____
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(Preapproved Acceptable Product: Jonny Cat)*

Mfr./Brand Name and Product No.:

Packaging: _____

* Although bid for item number 3 is being handled on a preapproved acceptable product basis only, bidder shall specify the brand/manufacturers' name and product number.

Bidder shall list below business firms and/or government agencies to whom bidder has sold dry cat food and/or cat litter specified herein.

<u>Firm or Agency</u>	<u>Contact Person</u>	<u>Telephone</u>
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1.	_____	_____
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2.	_____	_____
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Warehouse Address _____

Telephone No. _____

Contact Person _____

Offeror_____

SPECIFICATIONS

CAT FOOD

These specifications closely define both the physical and nutritional characteristics required in the products for the standard cat food regimen at the Station.

General Requirements:

Palatability - should be acceptable to a majority of domestic cats as shown by certified feeding trials and acceptance at the Animal Quarantine Station.

Consistent Quality - The manufacturer must show that quality control of the product is maintained in the manufacturing process.

Nutritionally Complete - All cat food products must be 100% nutritionally complete. Shall meet or exceed the National Research Council's recommendations for protein, vitamins and nutritional value for adult cats.

ITEM NO. 1 - DRY CAT FOOD (Hill's Science Diet #6800, Nutro-Max Cat 2C-102, or equal)

Must meet the following Nutritional Requirements:

Guaranteed analysis:	Crude protein (min)	28.0%
	Crude fat (min)	14.0% to 20.0%
	Crude fiber (max)	3.0%
	Moisture (max)	10.0%
	Calcium (min)	0.6%
	Phosphorus (min)	0.5%
	Ash (max)	6.5%
	Magnesium (max)	0.1%

Consistency of the feed should be formed in such a manner as to retain pellet shape upon addition of milk, water or meat juice or any combination of liquid additives.

The manufacturer must package the cat food in packages that can be used on a daily basis and still maintain the freshness of the leftover product. The package must also be easy to lift, store, and manage.

ITEM NO. 2 - CANNED CAT FOOD (Figaro-Tuna, Purina Premium-Tuna, or equal)

Must meet the following Nutritional Requirements (Ingredients must include tuna fish):

Guaranteed:	Crude protein (min)	18.0%
	Crude fat (min)	2.0%
	Crude fiber (max)	1.0%
	Moisture (max)	78.0%
	Ash (max)	3.0%

Shall be packaged in 12 oz. cans or industry standard. State packaging size for product offered on proposal page.

ITEM NO. 3 - CAT LITTER

(Preapproved Acceptable Product: Jonny Cat)

The minimum requirements for the cat litter as required by the Animal Quarantine Station are as follows:

1. Must be of clay, or other acceptable absorbent material to absorb odors and moisture.
2. Shall have a low dust content. This is necessary as the animals and the Quarantine station workers are exposed to the litter.

SPECIAL PROVISIONS

SCOPE OF WORK

The furnishing and delivering of cat food and cat litter to the Animal Quarantine Station, Department of Agriculture, shall be subject to these Special Provisions, the attached Specifications and General Terms and Conditions dated September 1, 1995, included by reference and made a part hereof. Copies of the General Terms and Conditions are available at the Purchasing Branch Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii 96813 or on the Internet at <http://www.state.hi.us>.

CONTRACT ADMINISTRATOR

For the purpose of this contract, the Animal Quarantine Manager, or his duly appointed representative, is designated Contract Administrator. He may be contacted at (808) 483-7145.

STATE'S COMMITMENT

In return for prices submitted, the State agencies of the Department of Agriculture will purchase all of their requirements of the products listed herein from the successful low bidder. It is provided, however, that when quality level or product design is not suited to an agency's purpose, an exception to this commitment may be granted to such agency by the Procurement Officer.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing and delivering cat food for a twelve (12) month period beginning at July 1, 1998 through June 30, 1999.

Unless terminated, the contract shall be extended for not more than one additional twelve-month period, without the necessity of rebidding, upon mutual agreement in writing, at least sixty (60) days prior to expiration, provided the contract price for the extended period shall remain the same or lower than the initial bid price. The Contractor or the State may terminate the extended contract at any time upon ninety (90) days prior written notice.

BIDDER QUALIFICATION

Bidder must maintain a wholesale or retail business on Oahu at the time of bidding and during the term of contract with warehousing and inventory capabilities for supplying the items listed herein. Awards will not be made to any bidder failing to meet this qualification requirement. Location of warehouse and telephone numbers shall be listed in the spaces provided in the proposal.

BIDDERS'S AUTHORITY TO BID

The State will not participate in determinations regarding a bidder's authority to sell a product. If there is question or doubt regarding a bidder's right or ability to obtain and sell a product, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product that meets specifications and is acceptable and the price submitted is the lowest price bid, the contract will be awarded to that bidder.

If after award, it is revealed that the bidder/contractor is not an authorized dealer or cannot, for any reason, obtain the product under contract, then the bidder/contractor will be obliged to deliver as detailed under the paragraph "FAILURE TO DELIVER".

BID PREPARATION

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Tax Liability. The following information is provided to assist vendors in determining their tax liability under this solicitation. For additional information and assistance, bidders may call the State of Hawaii Department of Taxation, telephone (800) 222-3229 or (808) 587-1455.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication 1 (November 1993) is included herein by reference and available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, upon request.

Hawaii vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for the Hawaii GET, currently 4%, and applicable use tax, currently 1/2%, resulting from this solicitation.

Out-of-state vendors without a Hawaii GET license. Due to the scope of work under this solicitation, an out-of-state vendor not possessing a Hawaii GET license, but having "sufficient presence in Hawaii" as evidenced by a "yes" response to at least one of the questions in the attached Tax Equalization Certificate, is liable for the GET and applicable use tax. Out-of-state vendors not possessing a Hawaii GET license shall complete the attached certificate.

However, if an out-of-state vendor not possessing a Hawaii GET license has "sufficient presence in Hawaii" due solely to a "yes" answer to question number 4 of the Tax Equalization Certificate, drop ships the goods required herein and subcontracts the entire service portion of the contract to be awarded, then the out-of-state vendor is not liable for the taxes. If the out-of-state vendor is subcontracting this portion of the work, the name of the subcontractor shall be furnished on the certificate.

Failure to complete the certificate and to furnish the name(s) of subcontractor(s), if any, may result in the rejection of the offer or application of the tax equalization provision below.

Tax-Exempt Vendors. If an offeror is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

Tax Equalization Provision. For evaluation purposes, pursuant to §103-53.5, HRS, as amended, the price offer submitted by an offeror not liable for the GET and use tax under this solicitation, shall be increased by the current rates of the GET and the use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

Bid Quotation. Unit price shall be based on delivery to destination and shall include all cost except the Hawaii General Excise Tax, currently 4%. The amount of General Excise tax may be added to the invoice as a separate line item and shall not exceed the current rate.

Tax Clearance. An **original or certified copy** of a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with offeror's sealed offer by the due date and time.

The tax clearances from DOTAX and IRS shall be obtained on the attached one-page, two-sided **Tax Clearance Application (Form A-6, Rev.1998)** which is accompanied by Instructions that offerors should carefully read. Effective March 1, 1998, only this revised Form A-6 will be accepted by DOTAX and IRS.

Out-of-state offerors should mail their application to DOTAX's Oahu District Office.

Effective 12/1/97 tax clearance certificates are valid for a **six-month** (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, a 12/15/97 certificate is valid through 6/15/97.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the contract award.

For the purpose of this solicitation the State Procurement Office will accept the attached completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6 (Rev.1998), if offeror is unable to obtain a tax clearance certificate in time for submittal with the sealed offer. However, the successful offeror is required to submit a tax clearance certificate prior to award.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Product Information. Bidder must specify on Offer Form page OF-2 the exact brand or manufacturer name, product model number, order number and/or other identifier(s) for each item offered. Failure to do so or the inclusion of remarks such as "as specified" shall be sufficient grounds for rejection of bid.

If any of the called for elements of product information are missing from the bidder's offer, the State will not be able to determine from the information given whether product is acceptable or not. No bidder will be allowed to clarify product identification after bid opening. This is to ensure that all bids are submitted under the same conditions with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

Sample, Product Label and/or Statement Required. When requested by the State, bidder shall submit sample, product label and/or written statement verifying that the items offered for each bid item in question meets the specifications, at bidder's own expense, within three (3) working days from the date of the State's request. Failure to do so shall be sufficient cause for rejection of bid. Any sample submitted for testing purpose will become the property of the State and will not be returned to the bidder.

The State will be the sole judge as to the quality and suitability of the items offered and its decision will be final.

Preapproved Acceptable Products. For Item No. 3, Cat Litter, the State will accept bids only for those brands that are listed in the Specifications. However, other manufacturer's brand(s) may also qualify if found to be of approved equal to or better than that specified. The burden of proof as to the comparative quality and suitability of alternative brand shall be upon the bidder.

Pre-approval by the State prior to bid opening date is required for alternative brands. Interested bidders must submit samples (minimum 20 lb. bag), product literature and/or pertinent information for evaluation to the Animal Quarantine Manager, 99-951 Halawa Valley Street, Aiea, Hawaii 96701 by May 26, 1998. Any product determined by the State, upon evaluation to be an approved alternative brand will be listed on an addendum that will be issued at least two (2) working days prior to bid opening date. The State shall reject any product offered for Item 3 which is neither listed in the bid nor incorporated into the bid by addendum.

Packaging. Bidder shall indicate on page OF-2 the packaging size offered.

References. Bidder will list at least two agencies to whom he has sold cat food and/or cat litter specified on page OF-2. The State reserves the right to contact any of the agencies to inquire about the cat food and/or cat litter delivery.

QUANTITIES

Quantities listed herein are estimated for the period specified. No guarantee to purchase the exact amount listed is intended or implied. For this reason, vendors shall bid only on regular stock items to avoid inventory hardships that could arise from stocking materials for State use only.

The State shall have the right to purchase smaller or larger quantities at the prices quoted herein. The Contractor, however, may at his option, request approval from the Comptroller to terminate any line item of the contract when accumulated purchases for the line item exceed 110% of the estimated quantity stated in the bid.

The request to terminate must be in writing to the Procurement Officer and shall include a copy of the Contractor's running record of purchases for the line item, transaction date, and quantity sold. The effective date of termination will be determined by the Procurement Officer and will not exceed ten (10) days from date of receipt of the written request by the State Procurement Office. The Contractor shall honor all orders placed prior to the effective termination date.

In the event of termination of a line item, the State reserves the option to approach the next low bidder to supply the item at his bid price for the remainder of the contract period, or rebid the item for a period deemed to be in the best interest of the State.

METHOD OF AWARD

Award, if any, shall be made on an individual item number basis to the responsive and responsible bidder, submitting the lowest unit price. However, where packaging varies from the size specified, award will be based on the lowest cost per pound/ounces.

CONTRACT EXECUTION

For contract award totaling \$25,000 or more, the State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful vendor and returned within ten (10) calendar days after receipt by the vendor as specified on Section 3.3 of the General Terms and Conditions. No performance or payment bond is required.

ORDERS

Purchase orders will be submitted to the Contractor as supplies are needed during the contract period. Any orders received by the Contractor during the contract period shall be honored by the Contractor and he is obliged to deliver according to the contract terms and within the required delivery time.

DELIVERY

Products shall be delivered in perfect condition, as directed by the Department of Agriculture, to:

Department of Agriculture
Animal Quarantine Station
99-951 Halawa Valley Street
Aiea, Hawaii 96701

Any damaged supplies will not be accepted by the Department of Agriculture and Contractor shall be responsible for replacing the damaged articles.

Deliveries by the Contractor shall be made within ten (10) working days after receipt of the purchase orders.

The State reserves the right to request air transportation on any given order, and the additional cost chargeable to the Department of Agriculture shall be only the difference between air and sea freight.

INVOICING

Contractor shall submit original and three (3) copies of the invoices to the above delivery address and shall reference the contract number assigned to the contract.

A tax clearance certificate must accompany the invoice for final payment and shall be an original or certified copy, not over two-months old.

PAYMENT

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which required payment with a shorter period or interest payment not in conformance with statute.

QUALITY OF PRODUCT

Products furnished under these provisions and specifications shall be new and the best quality of its respective kind. No payment, whether partial or final, shall be construed to be an acceptance of defective work.

FAILURE TO DELIVER

Contractor shall be obliged to deliver products awarded in this contract in accordance with terms and conditions herein. If a Contractor is unable to deliver the product under contract, it shall be the Contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the price quoted herein. It shall be the Contractor's responsibility to obtain such substitute. In the event any Contractor consistently needs to substitute product, the State reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

Provisions from the General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Preparation of Offer. General Terms and Conditions Section 2.5, paragraph four, is rescinded and replaced with the following:

"An offeror may submit only one offer in response to a solicitation. If an offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an offeror may submit only one offer for each line item (if any) of a solicitation. If an offeror submits more than one offer per line item, then all offers for that line item shall be rejected."

Preference for Hawaii Products. General Terms and Conditions Section 3.1(B), paragraphs one and two only are rescinded and replaced with the following: "A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable general excise tax and use tax, does not exceed the lowest delivered price of a similar non-Hawaii product by more than: three per cent where class I Hawaii products are involved; five per cent where class II Hawaii products are involved; or ten per cent where class III Hawaii products are involved.

All persons submitting bids or proposals to claim Hawaii products preference shall designate in their bids which individual product and its price is to be supplied as a Hawaii product.

Where a bid or proposal contains both Hawaii and non-Hawaii products, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a Hawaii product item shall be decreased by subtracting therefrom: three per cent, five per cent, or ten per cent for the class I, class II, or class III Hawaii product items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded, however, shall be the amount of the bid or price offered, exclusive of the preferences."

Printing Preference. General Terms and Conditions Section 3.1(C), paragraphs one and two are rescinded and replaced with the following: "All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall received a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted only, the amount bid or proposed for work performed out-of-state shall be increased by fifteen per cent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded, however, shall be the amount of the price offered, exclusive of the preference."

Bond Forms. The bond forms, Exhibits B through H, are replaced by the forms issued by the Procurement Policy Board Directive No. 1997-01, dated November 12, 1997, included herein by reference and made a part hereof. Copies of the bond forms are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813.